

REMARKS

Claims 196-269 are pending. Claims 1-195 were canceled in the amendment filed on July 28, 2004. Of the pending claims, claims 196-217 were withdrawn from consideration by the Examiner, as being drawn to a non-elected invention.

With respect to the invention election requirement in the Office action, the provisional election of invention II (claims 218-269) made by the applicant's representative Gregory Muir in the telephone conversation with the examiner on July 29, 2004 is hereby confirmed.

Regarding the examined claims, the examiner rejected claims 218-269 under 35 U.S.C. §103(a) as being unpatentable over Patel et al (US pub. 2004/0008402). Applicants hereby respectfully submit that these rejections are in error, because it is believed that the Patel reference is not available as a reference under 35 U.S.C. § 103(a).

The present invention has a filing date of July 24, 2003, and the Patel reference has a filing date of July 3, 2003 and a publication date of January 15, 2004. Therefore, the Patel reference is not available under 35 U.S.C. §102(a) or 102(b).

The Patel reference is not available as a prior art under 35 U.S.C. §102(c) because the Patel reference and the present invention have the same inventive entity. That is, the Patel reference, which is an application for patent, published under section 122(b) is not "by another" filed in the United States.

Also, the claimed invention in the present application and the subject matter at issue in the Patel reference were "at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person." Therefore, in accordance with the exception for 35 U.S.C. §102 (e) in 35 U.S.C. §103 (c), the Patel reference is further not available under 35 U.S.C. §103/102(e) for rejecting the claims of the present invention. Copies of the assignments for the current application and the Patel reference are enclosed herewith.

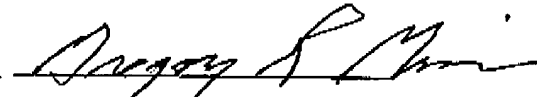
Moreover, applicants have amended the present application as being a continuation-in-part of US patent application publication No. 2004/0008402 to Patel et al, filed July 3, 2003.

In view of the amendments and remarks herein, it is respectfully submitted that claims 196-296 are in condition for allowance. Favorable consideration and prompt

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allowance are respectfully requested. If any fees are due in connection with this submission, please debit our Deposit Account # 501516.

Respectfully submitted,



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P92-US

ASSIGNMENT OF APPLICATION FOR UNITED STATES LETTERS PATENT

WHEREAS, we, the undersigned, **SATYADEV R. PATEL** and **ANDREW G. HUIBERS**, hereinafter collectively referred to as the ASSIGNOR, have invented new and useful "**MICROMIRROR ARRAY HAVING REDUCED GAP BETWEEN ADJACENT MICROMIRRORS OF THE MICROMIRROR ARRAY**" which said ASSIGNOR has caused an application for United States Letters Patent to be prepared; said application being filed in the United States Patent and Trademark Office;

AND WHEREAS **REFLECTIVITY, INC.**, a corporation of **CALIFORNIA**, having a place of business at **350 POTRERO AVENUE, SUNNYVALE, CA 94085**, hereinafter referred to as the ASSIGNEE, is desirous of acquiring the entire right, title and interest, in and to said application, including any and all divisions, continuations, and continuations-in-part thereof, and in and to the invention and any and all patents which may be granted therefor in the United States and throughout the world, including any and all renewals, reissues, extensions and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by said ASSIGNEE to said ASSIGNOR, the receipt of which is hereby acknowledged, said ASSIGNOR hereby assigns, sells and transfers to said ASSIGNEE, and said ASSIGNEE'S successors and assigns, the entire and exclusive right, title and interest in and to said application, including any and all divisions, continuations, and continuations-in-part thereof, and in and to said invention and any and all patents that may be granted therefor, including any and all renewals, reissues, extensions and prolongations thereof; said ASSIGNEE, and said ASSIGNEE'S successors and assigns, to have, hold, exercise and enjoy the said application, including any and all divisions, continuations, and continuations-in-part thereof, and the said invention and any and all patents which may be granted therefor, including any and all renewals, reissues, extensions and prolongations thereof, with all the rights, powers, privileges and advantages in any way arising from or appertaining thereto, for and during the term or terms of any and all such patents when granted, including any and all renewals, reissues, extensions and prolongations thereof, for the use and benefit of said ASSIGNEE, and said ASSIGNEE'S successors and assigns, in as ample and beneficial a manner as the said ASSIGNOR might or could have held and enjoyed the same, if this assignment had not been made.

AND said ASSIGNOR hereby agrees to perform upon the request of said ASSIGNEE, or said ASSIGNEE'S successors or assigns, any and all acts relating to the obtaining or to the asserting of said patents, including any and all renewals, reissues, extensions and prolongations thereof.

AND said ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to issue Letters Patent on said application, and on any and all divisions, continuations, and continuation-in-part thereof, to said ASSIGNEE and said ASSIGNEE'S successors and assigns, in accordance herewith.

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ASSIGNOR agrees to promptly, upon request and without further compensation, but with all out-of-pocket costs or expenses to be reimbursed by ASSIGNEE, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of the said ASSIGNEE, its successors and assigns, may be necessary or desirable for obtaining, sustaining, reissuing, renewing and enforcing United States Letters Patent and foreign Letters Patent for said invention, and for perfecting, affirming, recording, and maintaining the title of said ASSIGNEE, its successors and assigns thereto, and to generally cooperate with said ASSIGNEE to the fullest extent in all matters pertaining to said invention and patents, and said ASSIGNEE'S title thereto

ASSIGNOR

Signature: Date: 7/24/03

Name: SATYADEV R. PATEL

Signature: Date: 7/24/03

Name: ANDREW G. HUIBERS

P108-US

ASSIGNMENT OF APPLICATION FOR UNITED STATES LETTERS PATENT

WHEREAS, We, the undersigned, **SATYADEV R. PATEL** and **ANDREW G. HUIBERS**, hereinafter collectively referred to as the **ASSIGNOR**, have invented new and useful **"MICROMIRRORS WITH MECHANISMS FOR ENHANCING COUPLING OF THE MICROMIRRORS WITH ELECTROSTATIC FIELDS"** which said **ASSIGNOR** has caused an application for United States Letters Patent to be prepared, said application being filed in the United States Patent and Trademark Office;

AND WHEREAS **REFLECTIVITY, INC.**, a **CALIFORNIA** corporation, having a place of business at **350 POTRERO AVENUE, SUNNYVALE, CA 94085** hereinafter referred to as the **ASSIGNEE**, is desirous of acquiring the entire right, title and interest, in and to said application, including any and all divisions, continuations, and continuations-in-part thereof, and in and to the invention and any and all patents which may be granted therefor in the United States and throughout the world, including any and all renewals, reissues, extensions and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by said **ASSIGNEE** to said **ASSIGNOR**, the receipt of which is hereby acknowledged, said **ASSIGNOR** hereby assigns, sells and transfers to said **ASSIGNEE**, and said **ASSIGNEE'S** successors and assigns, the entire and exclusive right, title and interest in and to said application, including any and all divisions, continuations, and continuations-in-part thereof, and in and to said invention and any and all patents that may be granted therefor, including any and all renewals, reissues, extensions and prolongations thereof; said **ASSIGNEE**, and said **ASSIGNEE'S** successors and assigns, to have, hold, exercise and enjoy the said application, including any and all divisions, continuations, and continuations-in-part thereof, and the said invention and any and all patents which may be granted therefor, including any and all renewals, reissues, extensions and prolongations thereof, with all the rights, powers, privileges and advantages in any way arising from or appertaining thereto, for and during the term or terms of any and all such patents when granted, including any and all renewals, reissues, extensions and prolongations thereof, for the use and benefit of said **ASSIGNEE**, and said **ASSIGNEE'S** successors and assigns, in as ample and beneficial a manner as the said **ASSIGNOR** might or could have held and enjoyed the same, if this assignment had not been made.

AND said **ASSIGNOR** hereby agrees to perform upon the request of said **ASSIGNEE**, or said **ASSIGNEE'S** successors or assigns, any and all acts relating to the obtaining or to the asserting of said patents, including any and all renewals, reissues, extensions and prolongations thereof.

AND said **ASSIGNOR** authorizes and requests the Commissioner of Patents and Trademarks to issue Letters Patent on said application, and on any and all divisions, continuations, and continuation-in-part thereof, to said **ASSIGNEE** and said **ASSIGNEE'S** successors and assigns, in accordance herewith.

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ASSIGNOR agrees to promptly, upon request and without further compensation, but with all out-of-pocket costs or expenses to be reimbursed by ASSIGNEE, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of the said ASSIGNEE, its successors and assigns, may be necessary or desirable for obtaining, sustaining, reissuing, renewing and enforcing United States Letters Patent and foreign Letters Patent for said invention, and for perfecting, affirming, recording, and maintaining the title of said ASSIGNEE, its successors and assigns thereto, and to generally cooperate with said ASSIGNEE to the fullest extent in all matters pertaining to said invention and patents, and said ASSIGNEE'S title thereto

ASSIGNOR(S):

Signature: Date: 7/2/03

Name: SATYADEV R. PATEL

Signature: Date: 7-3-2003

Name: ANDREW G. HUIBERS